

# *National Indian Gaming Commission*

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## SETTLEMENT AGREEMENT

SA-07-05

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### INTRODUCTION

This Settlement Agreement ("Agreement") is entered into by and between the Oglala Sioux Tribe ("the Tribe"), a federally-recognized Indian tribe, and the Vice-Chairman of the National Indian Gaming Commission ("NIGC Vice-Chairman"), relating to the matter contained in the NIGC Vice-Chairman's Notice of Violation No. NOV-07-05.

### RECITALS

1. Whereas, the Indian Gaming Regulatory Act ("IGRA") authorizes the NIGC Chairman to issue civil fines for violations of the IGRA, NIGC regulations, or tribal regulations, ordinances, or resolutions approved by the NIGC Chairman under 25 U.S.C. Sections 2710, 2712. See 25 U.S.C. 2713(a)(1).
2. Whereas, under the regulations of the NIGC, 25 C.F.R. § 573.3(a), the Chairman may issue a Notice of Violation to any person for violations of any provision of the IGRA, NIGC regulations, or any provision of a tribal gaming ordinance or resolution approved by the Chairman.
3. Whereas, the Chairman is an enrolled member of the Oglala Sioux Tribe, and has recused himself from this matter, and 25 U.S.C. § 2704(e) and 25 C.F.R. § 502.1 authorize the NIGC Vice-Chairman to act in his stead.
4. Whereas, on August 24, 2007, the NIGC Vice-Chairman issued Notice of Violation No. NOV-07-05 for the Tribe's failure to submit an independent audit report within 120 days after the end of the gaming operation's fiscal year.
5. Whereas, the Vice-Chairman and the Tribe desire to achieve an amicable resolution of Notice of Violation No. NOV-07-05.

6. Therefore, the Vice-Chairman and the Tribe have agreed to execute this Agreement and perform in accordance with the following covenants and conditions:

#### TERMS OF SETTLEMENT

7. This Agreement is entered into pursuant to 25 C.F.R. § 575.6(b) and shall be effective upon the date that it is signed by the last party to sign this Agreement ("the Effective Date").
8. The Tribe agrees that it was required to submit a timely audit report to the NIGC for Prairie Wind Casino for the fiscal year ended December 31, 2006.
9. The Tribe agrees that it submitted the audit report for Prairie Wind Casino for the fiscal year ended December 31, 2006, to the NIGC in an untimely fashion.
10. The Tribe agrees that the failure to submit an annual independent audit report for its gaming operation in a timely fashion is a violation of IGRA, 25 U.S.C. § 2701(b)(2)(c), NIGC regulations, 25 CFR § 571.13, and Section 33 of the Tribe's gaming ordinance.
11. The Tribe agrees to pay a civil fine of two thousand dollars (\$2,000); made payable to the U.S. Treasury and delivered to the NIGC. One thousand dollars (\$1,000) of the fine shall be due within thirty (30) days after the Effective Date of this Agreement. The remaining one thousand dollars (\$1,000) will be suspended pending the timely submission of the audit report(s) for all gaming operations conducted by or on behalf of the Oglala Sioux Tribe for the fiscal year ending December 31, 2007. Upon timely submission of the audit reports for fiscal year 2007, the NIGC Vice-Chairman will forgive the suspended one thousand dollar (\$1,000) fine. If the Tribe fails to submit the reports by April 30, 2008, the remaining one thousand dollars (\$1,000) of the fine will be paid on or before May 30, 2008.
12. By entering this Agreement, the NIGC Vice-Chairman agrees to waive his right to impose any additional civil fine or a closure order against the Tribe for the matters addressed in Notice of Violation No. NOV-07-05, unless the Tribe fails to comply with this Agreement. If the Tribe fails to comply with this Agreement, the NIGC Vice-Chairman reserves the right to issue another NOV, additional civil fines, and/or a closure order to resolve the Tribe's initial violation and/or breach of this Agreement.
13. The Tribe agrees upon execution of this Agreement to waive the right to further review of matters addressed in this Agreement, including all rights to appeal to

the full Commission as set forth in 25 C.F.R. part 577, and judicial review pursuant to 25 U.S.C. § 2714.

#### ADDITIONAL COVENANTS

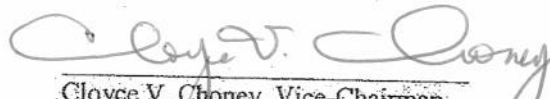
14. This Agreement constitutes the entire agreement between the NIGC Vice-Chairman and the Tribe relating to the enforcement matter set forth in Notice of Violation No. NOV-07-05. Any modification or waiver of any term of this Agreement must be in writing and signed by both parties.
15. The Tribe stipulates that this Agreement shall be deemed to be the subject of a final order of the NIGC under 25 C.F.R. § 575.4(c)(1) and a final agency action pursuant to 25 C.F.R. § 577.9(d).
16. The NIGC Vice-Chairman and the Tribe expressly agree and acknowledge that time is of the essence in this Agreement. The recitals herein shall be binding upon the parties, their agents, heirs, personal representatives, successors and assigns.
17. The parties agree that upon the Effective Date, this Agreement shall be a public document and may be published or disclosed by either party.
18. This Agreement may be executed on one or more counterparts and each shall constitute an original. A signature produced by facsimile shall be deemed to be an original signature and shall be effective and binding for purpose of the Agreement.

Oglala Sioux Tribe of Indians

National Indian Gaming Commission

  
John Yellow Bird Steele, Chairman

Date:

  
Cloyce V. Choney, Vice-Chairman

Date: 12-5-07